

The Office of this JOURNAL and of the WEEKLY REPORTER is now at 12, Cook's-court, Carey-street, W.C.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d. a half-bound calf, 4s. 6d.

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, AUGUST 17, 1872.

THE SECOND REPORT of the Judicature Commission has at last appeared. And it will be agreed by all that it is at least a singular, if not a satisfactory, document. It is short, filling only one-and-twenty pages; and of those one-and-twenty, exactly two-thirds, fourteen pages, are filled with merely introductory matter, being for the most part statements of fact as to the existing condition of county courts. Then follow six pages of recommendations as to county courts; and, lastly, one page of suggestions as to superior courts.

As to county courts, there is nothing in the report which will take any one by surprise. It is really scarcely more than a reprint of some loosely-drawn resolutions which, it may be remembered, appeared in the daily papers twelve months ago or more. The few simple recommendations, as to which all men are agreed, are these:—Uniformity of procedure; extension of the system of judgment by default; revision of the scale of fees; partial concentration of business at the larger courts. The proposal to abolish all local courts, other than county courts, is likewise there. The proposal to abolish what is called the banking system, a most mischievous proposal, as it seems to us, is there also. As to jurisdiction, the report proposes, in accordance with the resolution referred to, to give unlimited jurisdiction to county courts in all kinds of actions and suits, with an absolute right of removal in cases above fifty pounds, the standard of exclusive jurisdiction being fixed at the same amount for common law and admiralty cases and questions arising in bankruptcy; and in equity fixed in some way or other—the Commissioners being unable, after three years' reflection, to suggest how. The registrars are to try claims up to five pounds; and the judges, greatly reduced in number, are to try the larger causes, chiefly at the larger towns. The sole novelty, as far as we can see, in this part of the report is the very questionable proposal that the salaries of the judges shall vary, so that those with small salaries may be ever seeking to earn promotion. These are, in short—though not much shorter than in the report itself—the proposals as to county courts: a few rough, bald points, not one of them tested by details, not one of them worked out with figures and numbers, not one of them placed in such a shape as to form any basis for practical legislation.

The suggestions as to superior courts simply do not admit of discussion—they are too loose, too vague, to admit of either assent or dissent.

Such is the report. But on what authority does it come to us? There are twenty-four Commissioners. Of these exactly nine (two of them men wholly unconnected with the law) have appended an unqualified signature to it. They are the Lord Chancellor, Sir R. Phillimore, Mr. Hunt, Mr. Childers, Lord Justice James, Baron Bramwell, Sir R. Palmer, Mr. Rothery,

and Mr. Hollams. Six absolutely refuse to sign the report—viz., Lord Cairns, Lord Penzance, Sir W. Erle, Mr. Justice Blackburn, Sir R. Collier, and Sir J. D. Coleridge. The remaining nine Commissioners sign the report with qualifications of various kinds.

The result of the whole is simply this. A slight majority of the Commissioners are inclined to think that change in certain directions ought to be made in the county court, but only experimentally. Into the practical details of any scheme they have not taken the trouble to inquire. This is the result of nearly three years' consideration. Law reformers may well feel sanguine.

MAJOR MALAN, late of the 75th Regiment, has written an indignant letter to the *Times* concerning the alleged illegal imprisonment of two corporals of the Royal Marines who have been recently convicted of "insubordination in having disobeyed the lawful command of the Colonel Commandant by preaching in the open air." According to the Major the command was not "lawful," and the two men have therefore been dealt with illegally. Now we quite agree with Major Malan, that a colonel, like everybody else, must act in accordance with the law, and that it is of no use describing as "lawful" an act which is in fact beyond the scope of his authority. The position of a military man in this respect does not differ from that of an ordinary layman. If, for example, an officer were to order a soldier to burn down a house, the soldier need not, and ought not to obey: and his disobedience would subject him to no punishment whatever. We may illustrate our meaning by reference to an analogous case which happened some years since in the ecclesiastical world. The Bishop of Capetown ordered one of his clergy to give notice to his parishioners of a synod. The clergyman thought the convening of a synod illegal, and declined to give the notice. Thereupon the Bishop of Capetown deprived him. He had, argued the Bishop, after swearing canonical obedience, disobeyed a "lawful command" of his ecclesiastical superior. The Privy Council, however, held the command unlawful, *i.e.*, not warranted by the law of the Church of England, and restored the clergyman to his benefice. In the same manner the corporals, for whom Major Malan pleads, can, no doubt, obtain redress if the command which they neglected was not justified by law. The question, therefore, is whether "preaching in the open air" against the will of a superior officer is a crime. Certainly, in itself, the act is not criminal. But what is allowable to one man may be forbidden to another. To say, therefore, that open-air preaching is permissible proves nothing. It may be quite legal, and yet it may also be legal for a colonel to forbid his soldiers to practice it. It might be in the highest degree subversive of "good order and military discipline," and if so, most assuredly the commanding officer might lawfully forbid it. Even Major Malan would, we should suppose, allow that in a Roman Catholic district in Ireland it would be highly improper to allow a private in her Majesty's uniform to harangue against the Pope. But this is merely a matter of degree. The colonel must be the judge whether he can safely allow his men to preach or not. As a rule, we cannot but think that open-air preaching ought not to be permitted to common soldiers. The case quoted with such triumph by Major Malan is beside the point. Marlborough, he tells us, sanctioned the preaching of a private of dragoons in Flanders, where, however, we know that, in spite of the exertions both of regular and amateur chaplains, our army "swore terribly." But Major Malan has overlooked the fact that Marlborough only permitted the private to preach to his own comrades. He would have made short work of any soldier who had dared to initiate a missionary crusade among the lay population.

THE FIRST ELECTION under the Ballot Act has just taken place at Pontefract; and, judging from the reports published by the daily papers, seems to have passed off very smoothly. The returning officer, though empowered by the Act to suspend the counting up of the votes from 7 p.m. of the day of polling to 9 a.m. next morning, managed by 8 p.m. on the polling day to get through the 1,236 votes passed for the two candidates; to which has, of course, to be added in estimating the labour involved, the number of voting-papers rejected for non-compliance with the requirements of the Act; this number, however, is stated to have been but small. Yet one cannot help wondering how the task will be got through in large county or urban constituencies where tens of thousands go to the poll.

The "illiterate voters" seem to have given trouble at Pontefract; it was a work of time to dispose of these illiterates, and thus the way was seriously blocked. We have always argued that the "illiterate voter" was not worthy of the special assistance which the Legislature has chosen to provide for him; and the Pontefract election seems to indicate that this favour to him may sometimes prove to be purchased at considerable expense to the remainder of the constituency, especially when it is borne in mind that there is no power under the Act of adjourning the poll because voters may have been prevented from voting.

POLLING DISTRICTS UNDER THE BALLOT ACT.

The provisions of the Ballot Act of this session in respect of increased polling places are occupying the attention of the magistrates throughout the country. The Courts of General Sessions summoned in accordance with the Act have, in most cases, if not in all, appointed committees to carry it out. The difficulties with which the committees will have to contend will be principally geographical, their duty being to apportion, so far as practicable, the counties into districts, so that each resident elector shall have a polling place within a distance not exceeding four miles from his residence. It is, however, provided that a polling district need not be constituted containing less than one hundred registered electors. The provisions of the statute are directory only, and no election is to be avoided for non compliance with them. Local considerations will of course have to be taken into account, and the statute followed as far as practicable; but it is obvious that it will not always be possible to provide a polling place within four miles of a few outlying voters, without putting the polling station in an inconvenient situation.

Although the work of the committees will principally consist in dealing with local considerations, there are a few matters which arise upon the statutes, as to which some observations may be useful. One is that the order of sessions should distinctly provide at which polling places the revising barristers shall hold their courts, and as the section of the Act of this year does not expressly mention this, it is a matter not unlikely to be overlooked. That the order ought to provide for this is, however, reasonably clear, when the various statutes are looked at together. Prior to 1832 there were no polling districts, the poll for the whole county being taken at the county town. The 68th section of the Reform Act of 1832 provided for the division of counties into "convenient" polling districts, but no county, or division of a county, was to have more than fifteen districts. That section contemplated that the districts should be defined by the Boundary Act to be passed in the same session. The Boundary Act, however, by the 30th section, gave jurisdiction to the magistrates in quarter or special sessions to make the necessary divisions. These Acts contained no provision for subsequent alterations of polling districts once established; but a subsequent Act, 6 & 7 Will. 4, c. 102,

provided for alterations being made with the concurrence of the Privy Council. The Registration Act of 1843, 6 Vict. c. 18, s. 32, provided that the revising barrister should hold his court at each of the places, "which now are or hereafter may be appointed as polling places" for the county, and "at any other places within the county which he shall think expedient." There was no further legislation on the subject until 1867, and it is clear that until then it was compulsory upon revising barristers to hold their courts at all polling places appointed by the magistrates under their then powers, which were subject to the concurrence of the Privy Council. In the Act of 1867, section 34, were contained provisions which enabled magistrates in the first place to make new polling districts without the concurrence of the Privy Council. It was not obligatory upon the magistrates to exercise these powers, but if they once exercised them they could not do so again. The slip was, however, remedied by an Act of the next session, 31 & 32 Vict. c. 58, s. 18, which gave power to alter polling districts from time to time. The Act of 1867, coupled with that of 1868, left the whole matter open for the magistrates to deal with as they pleased, it being still left to them to decide entirely what was a "convenient" distance, &c. The justices were, however directed, if they exercised the power, to name the polling places at which the revising barrister should hold his courts, and it was provided that no revising barrister should be compelled to hold his courts at any polling places not so named. As the matter then stood it is clear that if the justices in any county did not interfere with the old polling districts, but left them as they were before 1867, the barrister would have to hold a court at each polling place. If, however, the justices made any order, then the barrister was only bound to hold courts at such places as the order expressly required, and if the order in any case had omitted to make provision upon the point it would have been open to him to hold courts wherever he pleased, and, so far as it appears, he might hold one court for the revision of all the lists in the county. Then came the Ballot Act of this year. The 5th section of this is very similar in its wording to the 34th section of the Act of 1867, but it substitutes the distance of four miles for the convenient distance previously spoken of, and also makes the exercise of the power obligatory upon the justices. The section, however, says nothing whatever about the barristers' courts. This is certainly unfortunate, because it will create doubts, both whether the justices in an order made under the Act of this year ought or not to provide for the barristers' courts, and also whether, if they do not do so, the barristers' duty is regulated by the 32nd section of the Act of 1843 or by the 34th section of the Act of 1867. There are words, however, which seem to show that the order of justices should provide for the case. It is enacted, in one part of the 5th section that "such authority (*i.e.*, in the case supposed, the justices) shall exercise the powers given" by the 34th section of the Act of 1867 "for the purposes of this section." Now the direction to specify the polling places at which courts are to be held is not in form a power, but it amounts, when coupled with the provisions of the previous Acts requiring courts to be held at all polling places, and with the provision altering this where no direction is given, to a power to dispense with courts being held at each polling place. But, further than this, the 15th section of the Ballot Act provides that the first part of it, in which the 5th section is included, shall be construed as one with the enactments for the time being in force for the representation of the people and to the registration of voters, and with any enactments otherwise relating to the subject matter of that part of the Act. Probably this would be held to incorporate into section 5 the provisions of the 34th section as to revision courts, and we decidedly advise justices to act upon the assumption that it does so, and provide for the matter expressly in

their order. If they do so, without being bound to do so, no great harm will be done, while if they omit to do so improperly, considerable confusion will be created. In what manner they should provide for the case is, of course, a question for them to deal with, but it would seem quite unnecessary that a revision court should in all cases be held within four miles of every voter's residence, and in cases where the polling places are considerably multiplied, it will save much time, trouble, and expense if the holding of a court at each polling place is dispensed with.

A further question arises as to how far an order now made will have effect upon the next register. As to that, the provisions of the Act come to this, that if any order is made before the 1st of November, which is the day when at the latest the clerk of the peace gets the revised lists from the barristers, then if the order simply amounts to a reapportionment into new districts of parishes or places for which single lists are made, and does not put into different districts parts of any such parishes or places, the clerk of the peace is to act upon the order by rearranging the revised parish lists, and grouping them according to the new districts, and so printing them in the register. If, however, the order divides any such parish or place between two districts, so that part of the same list ought to go with one district and part with another, then to avoid the difficulty of so dividing a list the order is not to be acted on at all this year. In no case will an order made this year affect revising barristers' courts, because all "lists of voters" were made out by the 1st of August. The practical result is that in the south of England, where parishes are usually small and where the new districts will mostly be constituted by rearranging parishes, the Act will be pretty generally brought into force this year, while in the north, where parishes are large, it will probably not take much effect until next year. It is clear, however, that wherever the justices can do the greater part of what they have to do by rearrangement simply, but, in order completely to constitute the proposed new districts, have to divide one or two parishes, their best course will be to make two orders, one to take effect this year and the other subsequently, because if in any one order any one parish is divided no part of the order can take effect this year.

While dealing with the subject of polling districts it may not be out of place to point out that every increase of their number, and consequent diminution of their extent, adds to the desirability of the Legislature making some better provisions than there are at present for the expunging of duplicates from the register. The power of the barrister to expunge from the occupation list the names of those already on elsewhere is confined to the names of persons on in the same polling district, and therefore the smaller the district the fewer can be struck off, while every increase of the number of districts adds to the probability of lands in the same occupation extending into two districts. Add to this, that the ballot itself, by its opportunities for personation, makes duplicates more dangerous, and the necessity for legislation is the more obvious.

DAMAGES FOR BREACH DURING THE TERM OF COVENANTS TO REPAIR.

No. II.

In 1841, the year after the case to which we last referred, we find Mr. Justice Coleridge at Nisi Prius clearly directing the jury that the question for them to consider, in assessing the damages, was how much the reversion was injured by the breach of covenant. The case is *Doe d. Worcester Trustees v. Rowlands* (9 C. & P. 734). He pointed out to them that in the first year of a long lease the landlord would be but little injured by the premises being out of repair, and told them that

it was not fair to take the amount necessary to put the premises in repair, for the landlord was not bound to expend the damages in repairs, and that he could not do so without the tenant's permission. The jury then gave £40 damages, the lease having six years to run and the amount required to repair the premises being £160. As far as appears this verdict stood, and, as we think, rightly, although it will be seen that the ruling was contrary to *Vivian v. Champion* and also to *Nixon v. Denham*. A case of *Hey v. Wyche*, which was twice tried, and was last before the Court of Queen's Bench in 1842 (reported 2 Gale & Davison), though not a case of a covenant repair, is strictly analogous. The action was for breach of a covenant to perform the covenants of a superior lease, one of which was to insure in a particular manner. Defendant did not insure, and plaintiff ascertaining this, insured himself, but not in accordance with the lease. No fire occurred. The plaintiff sued to recover the amount paid by him as premium for this insurance. It was held that he was not entitled to recover the sum specifically upon the indemnity, but that he was entitled to some damages for the risk he had run; that these damages were not merely nominal; and that the matter being open for the jury, there was no objection to their giving him the exact sum he had paid. In *Turner v. Lamb* (14 M. & W. 412), which came before the Court upon a question of pleading as to whether the length of the term ought to be stated in the declaration in such an action, there are some important observations of Parke and Alderson, B.B., as to the damages. Alderson, B., says:—"The damage by non-repair may surely be very different if the reversion comes to the landlord in six months or in nine hundred years. Chief Justice Holt's doctrine (referring to *Vivian v. Champion, ubi sup.*) would startle any man to whom the proposition was stated." Parke, B., says:—"If the passage from Lord Holt's judgment be correct, it seems to show that the damages must be the same in all cases, but surely there must be some difference between a term of one year and twenty years, or between an estate for life and an estate for years. Both parties had better amend."

In 1848 Baron Rolfe at Nisi Prius, in *Marriot v. Cotton* 2 C. & K. 553, seems to have laid it down that the damages for non-repair during the term could only be nominal. He adhered to the fact that the plaintiff if he recovered substantial damages might put them in his own pocket and could not be compelled to lay them out upon the premises. This statement, coming from a judge well versed in equity doctrine and practice, is of value upon the question whether the plaintiff could be compelled in equity to lay out the money; but the ruling that the damages would only be nominal cannot be considered correct, and the verdict for nominal damages seems to have been set aside. The case is not reported in bankruptcy, but in *Macnamara v. Vincent*, 2 Irish Ch. Rep. 481, and again in *Bell v. Hayden*, 9 Ir. Com. Law Rep. 301, it was stated (see page 504 of the report of the first case, and page 303 of the report of the second case), that inquiry had been made in England with reference to the case of *Marriot v. Cotton*, and that it had been ascertained that a rule *nisi* had been obtained to set aside the verdict for nominal damages, and that, no cause having been shewn against that rule, it was made absolute. The fact that no cause was shewn against the rule accounts for there being no report of the case in bankruptcy, and of course prevents the decision of the Court making absolute the rule, from being of any great authority. At the same time, it is clear that the ruling at Nisi Prius cannot be considered reliable as an authority. In *Macnamara v. Vincent (ubi sup.)*, which was before the Court of Chancery in 1852, the question of the measure of damages became material in order to settle the terms of a reference to the master. The cases were almost all quoted, and the Chancellor (the Right Honourable Mazere Brady) found himself unable to extract from the cases any definite rule upon

the subject. He suggested that the case should go to a court of law to have the point decided, but the parties objected on the ground of expense, and accordingly it was referred to the master generally, and without any special directions as to the measure of damages. Consequently, the case adds nothing to the authorities, and is, therefore, little known. It will be found, however, a useful case for reference on account of the numerous authorities there quoted.

In 1853 came the case of *Smith v. Peat*, 9 Ex. 161. That was an action by lessee against his assignee, to whom he had assigned subject to the original covenants. The defendant had assigned over, and it was of course admitted that he was only liable for such breaches of the covenant as had occurred whilst he was assignee. No evidence was given as to the state of the premises when defendant took them, although they were shown to be out of repair when he gave them up. It was contended that nominal damages only should have been given, but the Court held this not to be so, but that the jury might presume, in the absence of any evidence on the part of the defendant as to the state of the premises when he became assignee, that the dilapidations had taken place afterwards. The actual decision, therefore, is not much in point, upon the question under discussion, but the ruling of Coleridge, J., in *Doe v. Rowlands* was discussed, and approved apparently by the judges, although they point out that the case before them did not raise the question. Martin, B., expressly says that he thinks the measure of damage is the loss which would be sustained by the landlord by the non-repair if he went into the market to sell the reversion. In 1855 *Yates v. Dunster*, 11 Ex. 15, was before the same Court, and Parke, B., quoted *Vivian v. Champion* without expressing any disapproval of it. This case throws but little light on the general question, as the point for consideration was, what proportion of the expense of rebuilding premises destroyed by fire was to be borne by the defendant under the terms of an agreement in a special form. It does, however, go to show that a plaintiff cannot recover more damage than he has actually sustained, a proposition which, though apparently self-evident, seems not to have been always taken for granted.

The next case, again before the Court of Exchequer, is *Davies v. Underwood*, 2 H. & N. 570, 6 W. R. 105. There the plaintiff, being a lessee, had underlet to the defendant with a covenant to repair. During the defendant's term the plaintiff had forfeited his term by non-payment of rent. He then sued the defendant for breach of the covenant to repair, and recovered the sum required at the date of the forfeiture to put the premises into repair. The decision proceeded mainly on the ground that the plaintiff was liable over to the superior landlord for these repairs, and that this made a substantial difference between the case and that suggested of a destruction of the premises by a convulsion of nature. Bramwell, B., remarks that the test afforded by the value of the reversion is a good test, but not the only one. Watson, B., in his judgment is reported to have made some remarks which appear to indicate an opinion similar to that of Holt, C.J., but it is probable that that these were not intended to be of general application, as they may easily be explained by reference to the facts of the case before him. In 1858 the cases were again reviewed in the Irish Queen's Bench in *Bell v. Haydon*, 9 W. Com. Law Rep. 301. There, again, the contention was that nominal damages only were recoverable during the term, and the Court, without hesitation, decided against the contention. It rather seems that the damages actually recovered were assessed by taking the injury to the selling value of the reversion, though the facts are not very clearly stated. In a case of *Gauge v. Lockwood*, 2 F. & F. 115, tried before Mr. Justice Willes, in 1860, the plaintiff recovered, during the term, substantial damages for an alteration of the premises amounting to a breach of the covenant to

keep in repair, but neither the ruling of the learned judge nor the facts of the case, so far as regards the damages, are sufficiently stated in the report to make the case of much, or indeed any value upon this point. *Coward v. Gregory*, L. R. 2 C. P. 153, 15 W. R. 170, was an action by lessee against lessor, in which the facts were somewhat complicated, but in which it became necessary to discuss both the liability of lessee to lessor on covenants to repair during the term, and also the obligation to apply damages recovered in repairing the premises. Willes, J., seems clearly to approve of the damages being ascertained by reference to the injury to the reversion, and although the Court say little upon the point, their judgment on the demurrer to the ninth plea is conclusive against the existence of the obligation. It will be observed, however, that if the damages represent only the injury to the reversion, there can be no pretence for saying that the landlord is bound to lay them out upon the premises.

We are not aware that there are any later cases upon the question. It is, however, frequently mooted before arbitrators, and in consequence of there being, as the cases quoted show, no very distinct rule as to the measure of damages, considerable difficulty is not unfrequently occasioned. Questions arise as to whether the solvency and position of the tenant, and the probability of his doing the repairs, are to be taken into account. Arbitrators, however, have frequently powers to direct the repairs to be done at the expense of the party liable, and this of course solves all difficulty. In all cases it is desirable to give arbitrators who have to assess damages for breach of covenant during a term some power of the kind.

Besides, the cases to which we have referred, there are of course passages in Mayne, and in Sedgwick's Treatise on Damages, but they merely refer to a few of the cases which we have quoted, and point out the difficulties. Mr. Mayne apparently approves of the rule as to the injury to the reversion being the true test. On the whole, we arrive at the conclusion that the summing up of Mr. Justice Coleridge in *Doe v. Rowlands*, is the best exposition of the law on this subject. There are, however, cases (such as *Davis v. Underwood*) to which Mr. Justice Coleridge's rule is scarcely applicable, and in such cases all that can be said is that plaintiff may recover such actual damages as he shows that he has sustained.

Since the above remarks were written, *Lake v. Lefever*, an action of this kind, has been tried at the Guildford Assizes before Mr. Baron Bramwell, who adopted the views which we have advanced. He told the jury that the damages in such an action were a mystery which all the wisdom of the law had never been able to solve, and that he could give them no better direction than that they must decide for themselves what damages the plaintiff ought to have, at the same time pointing out to them, on the one hand, the reasons why the damages should be more than nominal, and, on the other hand, why they should not be the full amount required to repair the premises. The case in question was one of a fourteen years lease, of which term about five years were unexpired. The evidence showed that a sum of from fifty to sixty pounds would be required to repair the premises, and the jury gave twenty-five pounds damages.

REVISING BARRISTERS.—MESSRS. J. B. Sargeant and Edward Bullock, of the Norfolk Circuit, have been appointed revising barristers for Norfolk and Norwich.

RECENT COUNTY COURT CHANGES.—The *Norfolk News* says:—"We understand that, in consequence of a recent order by the Lord Chancellor, the Judge of the Norfolk County Court Circuit (W. H. Cooke, Esq. Q. C.) will for the future also sit at Ely and Soham, two places in the Cambridge Circuit, the judge of which is Mr. Edmund Boales, M. A."

RECENT DECISIONS

EQUITY.

APPORTIONMENT

Jones v. Ogle, M.R., 20 W. R. 794.

There are two principal cases in which the question of apportionment has been raised. The first of these is between the executor of a tenant for life and a remainderman; the second is between the trustees of the corpus and tenant for life of the income of a residuary estate given in settlement. Confining our attention now to purely personal estate, the common law upon the subject was simple and clear. Apportionment was allowed in both these in respect of interest on money lent, but in respect of other species of income it was allowed in neither: *Re Roger's Trusts*, 9 W. R. 64; *Registrar's Book*, 1860, B. 2355. The latter of these rules was long felt to be unsatisfactory, and has been the subject of statutory revision. The Apportionment Act of Geo. 2 (11 Geo. 2, c. 19) applied only to land, and to those cases in which leases were not binding on the successor of the lessor. The Apportionment Act, 1834 (4 Will. 4, c. 22), only partially remedied the deficiency; it enacted that annuities, pensions, dividends, &c., payable under instruments of subsequent date should be apportioned; but it was held to apply only to cases in which the interest of the deceased was one which terminated at his death: *Re Clulow's Estate*, 5 W. R. 544, 3 K. & J. 689. It was also held that the words of it were not sufficiently extensive to include dividends on shares in the Great Western and North Western Railway Companies, and other similar companies (*Re Maxwell's Trusts* 11 W. R. 480), and many other common kinds of income. Further legislation, therefore, became necessary, and in this view the Apportionment Act of 1870 was passed, and it was thereby enacted that from and after the passing of the Act all rents, annuities, dividends, and other periodical payments in the nature of income should, like interest on money lent, be considered as accruing from day to day, and be apportionable in respect of time accordingly.

The case of *Jones v. Ogle* has arisen since this Act. A will contained a gift of the dividends on certain shares to one for life, and after his death the shares to go to his daughters. The residuary legatees claimed an apportioned part of a dividend which was declared about three months after the testator's death, in respect of profits made during the preceding year. The Master of the Rolls held, however, that the terms of the gift was such as to give the whole of the dividend in question to the tenant for life, and that the Apportionment Act did not apply.

The main question that this case suggests to us is whether the Apportionment Act would in any case apply between a specific legatee and the residuary legatee. The Act places all payments in the nature of income on the same footing as interest on money lent. We must, therefore, enquire whether interest on money lent is apportionable under such circumstances. Is the rule that interest accrues from day to day to be applied to a specific legacy of money lent, or are we to consider such a case as coming within the principle that specific legacies are considered as appropriated at the time of the testator's death, and that whatever produce accrues upon them after that period belongs to the legatee? (Williams on Executors, 6th ed. p. 1819). Curiously enough, we cannot find that at this point has ever been expressly decided, though there are some cases which come near to it. Thus in *Sleech v. Thorington*, 2 Ves. Sen. 561 (July 29, 1754), there is a dictum of Sir Thomas Clarke that a specific legacy of bonds would carry interest from the testator's death. Again, in *Hayley v. Cutts*, 3 Freem. 23 (1677), a testator bequeathed as follows:—"I give A. £300 in money which he oweth me upon bond." It happened that at the testator's death there was nearly £20 for interest due besides the £300 principal. It was

agreed that if the words had been "I give A. the debt of £300 which he oweth me," that would have carried the interest as appendant to the debt. It was decreed, however, that A. should have only the £300, for it was said the interest was a fruit fallen from the tree in the life of the testator.

The principle agreed upon in this case has since been judicially sanctioned, and in *Harcourt v. Morgan*, 2 Keen 274 (M. R. 1883); *Gibbon v. Gibbon*, 13 C. B. 205 (1853); and *Kent v. Tapley*, 11 Jur. 940 (V. C. Wigram, 1847), specific bequests of debts have been held to carry arrears of interest. Any one referring to these cases will see that it would be a very difficult matter to pen a bequest of money lent in such terms as not to carry the interest as appendant to the debt.

Such are the authorities affecting the apportionment of money lent. In cases like the present the question will be whether or no the donor has decided the question for himself; failing that, we apprehend the Act of 1870 would apportion. Draftsmen drawing wills should see that their testator's intentions on the point are definite and definitely expressed.

MAINTENANCE—CONTINGENT REVERSIONARY PROPERTY.

De Witte v. Palm, V.C.M., 20 W.R. 858

Whether the Court can give maintenance out of the income of contingent reversionary property, where no provision for maintenance is contained in the will or settlement creating the reversion, depends on whether there is a gift over or not, *Ex parte Kebble*, 11 Ves. 604. Where a fund is given, for instance, among such of a class of children as shall attain twenty-one, *simpliciter*, the Court has gone so far as to hold that, as all the children have *inter se* an equal chance, and as it is for their common benefit that all should have maintenance, the Court will grant it out of the income which would otherwise be accumulated, taking the chance of which of them will live; but where there is a gift over this cannot be done, unless the object of the gift over consents. *Re Arbuckle*, 14 W.R. 535. In *Re Arbuckle* the infant was entitled to a fund contingently on her attaining twenty-one, and the fund was given over, if she died before attaining that age. The Vice-Chancellor (Sir R. Kindersley) refused to allow her maintenance out of the accumulated income, the persons entitled in remainder being incompetent to consent. An easy way of solving the difficulty is provided by the system of life assurance. This course was pursued in *Re Arbuckle*, on the suggestion of the Vice-Chancellor. In a subsequent case, where an infant was entitled to a fund, contingently on attaining twenty-one, subject to a life interest without power of anticipation in favour of her mother, Vice-Chancellor Malins allowed a portion of the fund to be raised for the maintenance of the infant, with the consent of her mother, notwithstanding the clause against anticipation. (*Re Rosa Robinson*, 16 W.R. 1106; see 13 Sol. Jour. 56.) The scheme in that case was that £220 should be raised out of corpus, as an advancement *pro tanto* for the infant's benefit, and a policy taken out to assure £30, on the event of her not attaining twenty-one, so that if she died under that age (she was then nineteen) the sum raised would be recovered with interest. The consideration for the policy, a single premium, was paid out of the £220. In *De Witte v. Palm*, (sup.) the scheme was to borrow £600 per annum of an assurance company, for the benefit of the infants, and to assure the event of all dying under twenty-one, in a competent sum, so that if all died under that age the policy money would cover the sums borrowed; and if any attained twenty-one, the sums borrowed would become a charge on their property.

COMMON LAW.

MARINE POLICY—GENERAL AVERAGE—FOREIGN ADJUSTMENT.

Harris v. Staramanga, C.P., 20 W. R. 777.

The question in this case was as to the effect to be given to the clause in a policy, "to pay general average as per foreign statement, if so made up." The sum which the plaintiff sought to recover from the defendant was the amount of a charge thrown on the owner of a cargo by reason of the deficiency of the ship's proceeds, and the insolvency of the shipowner. Money had been raised by the master under circumstances which (it was admitted) would make it a general average loss; the charge had been apportioned among those liable; but of the part falling on the ship the sum of £663 had, for the reasons above-mentioned, remained unpaid. By a second statement this sum was, according to the law and usage of the port, charged upon the cargo "as a general average loss"; and the owners were compelled to pay it in order to obtain possession of the cargo. Then, as Brett, J., said, "It is true that the loss of the £663 was necessarily incurred by the owners of the cargo by reason of the cargo being bound by the bottomry bonds; and it is true that the loss was the result of sea perils, in the sense that without the happening of such perils the loss would not have been incurred. But this particular loss was not the immediate or the necessary result of any effort to avoid a peril of the sea. It was the immediate result of the insolvency of the shipowner, or of the want of means or credit of the master, and of its deficiency in value on the sale of the ship."

The Court laid it down as the general rule (in conformity with the statement in Arnold on Marine Insurance, ii., 962), that underwriters are bound by a foreign general average adjustment, made at the port of destination, provided "the general average loss is incurred, or the general average contribution made, in order to avert a loss by perils insured against," but not otherwise. Thus in the present case, the loss being one which "was the result of sea perils in the sense that without the happening of such perils the loss would not have been incurred," being included in the foreign general average statement, but not being incurred "in order to avert a loss by perils insured against," it was held that it would not, within the above rule, have been chargeable on the underwriter. But it was held that the provision in the present policy was intended to cover this case, and that the underwriter was therefore liable to make good the loss.

Still, however, the reservation was made, that if the loss had arisen from the excepted perils, the underwriter would not have been liable. In the result, therefore, it may be said that, under such a provision, if the loss arises out of, though not positively caused by, one of the perils insured against, and if, having so arisen, it is charged at the foreign port as general average, the underwriter is liable; but if it arises wholly out of an excepted peril he is not liable. An observation occurs with respect to the passage cited from Phillips (s. 1414) by Brett, J. It is said that "where a loss is included in a general average in one country which is not insured against in the policies of another, the underwriters in the latter certainly ought not to be liable to indemnify the assured against the proportion of a foreign adjustment of such loss. . . . If a kind of loss included in a general average is expressly excluded from the risks assured by the underwriters, they certainly are not liable for it; and if it is excluded by the legal construction put upon the instrument, it does not appear why the same consequence should not follow." There is some obscurity about this. It is said of the third class of cases arising upon foreign adjustments, the case, namely, of "bringing into general average losses or expenses which are neither general nor particular average in the place where the policy is made." Now in one sense nothing is insured against in the policies of a country except what is payable according to the

rules of that country. But in this sense the reason equally includes the first two cases, namely, varied proportion of contributions, and treating as general average what in the country of the policy is particular average.

It does not appear, therefore, why any distinction should be drawn. On the other hand, if the words mean "not insured against according to the home law, except in so far as it adopts the result of a foreign adjustment," the reasoning in no way advances the question. There may be reason in saying that the *express* exclusion of certain perils shall not be invaded; but when you once get beyond this, there seems no logical ground for limiting the adoption of the foreign adjustment.

TROVER—EVIDENCE OF CONVERSION.

Fowler v. Holline, Ex.C.H., 20 W. R. 868.

By an equal division of opinion the judgment of the Queen's Bench in this case has been affirmed. The plaintiffs had parted with their goods to a person who falsely pretended that he was buying for a named principal. The consequence was that the property in the goods, which was intended to pass to the supposed principal, never passed to any one, but remained in the plaintiffs. The goods, however, passed into the possession of the pretended agent, who sold them to the defendants. The defendants, cotton brokers, bought the goods of the pretended agent, in pursuance of an order from their customer, but not precisely in execution of that order; their customer, in fact, took to the goods at the price given by the defendants, paying them commission, but it appeared that he was not bound to do so; and the defendants then superintended the conveyance of the goods by their customer's servants from the premises of the pretended agent, where they lay, to their customer's mill. In an action of trover the jury expressly found that the defendants dealt with the goods only as agents for their principal. The Court of Queen's Bench, nevertheless, held that they were liable, and by an equal division of opinion in the court above the judgment is now affirmed.

It is impossible to read the judgments of those learned judges who held the defendants liable, without seeing that, as Kelly, C.B., observed, they gave no effect to the finding of the jury, but dealt with the defendants as principals in the purchase from the pretended agent. It is, therefore, impossible safely to infer that the decision would have been the same if the defendants had clearly acted throughout merely as the agents of the manufacturers to whose mill the goods were removed from the premises of the pretended agent. According to Kelly, C.B., and Byles and Brett, J.J., they would certainly not have been liable. According to Martin, B., it appears they would have been still liable, inasmuch as they had "bodily and actually intermeddled with the goods." The essence of conversion lies, according to his view, not so much in the conversion to one's own use as in the depriving the owner of the possession of the goods; and "from this point of view it is not material whether the act asserting dominion is done for the use of the defendant himself, or for the use of a third person." But there is some ambiguity here. How can an act be said to be "the exercise of dominion over a chattel," "the assertion of a power inconsistent with the right of the real owner over it," when the person doing the act neither asserts nor means to assert any dominion over the chattel? If the owner claims the goods, and the person in whose custody they are refuses to deliver them, the latter may be liable in trover, for he does then actively assert dominion, either his own or another's; having the actual possession of the goods he elects to which dominion he shall attribute that possession. But here, in the first place, the defendants, assuming them merely to be agents, never had either the actual or the constructive possession of the goods; and in the second place, their act was not done in the face of any claim by the real owner. The case of the carrier (*Builds v. Willoughby*, 8 M. & W. 540) and the packer (*Greenway v. Fisher*, 1 C. & P. 190) were dis-

tinguished by Martin and Clesby, B.B., the first on the ground that a carrier is bound to receive, the second by Clesby, B. (Martin, B., questioned the correctness of the case), on the ground that the packer "did not deal with the property." What this last expression may mean is not clear. But as to the carrier's case, it suggests an inconvenient and perilous consequence of the doctrine which Martin, B., lays down. If a carrier would be liable but for the public duty which compels him to receive goods, it follows that if a private person innocently receives from a thief, or from any person wrongfully in possession, goods to carry to some place, and does so carry them, either with his hands or in his private carriage, then, inasmuch as he has "bodily intermeddled with the goods," he is immediately liable to an action of trover, though the real owner never claimed them till long after they had passed out of his possession. It is impossible that this can be law. There must be something of a claim of right, something of a real assertion of dominion either on his own account or on the part of some other person, and a corresponding refusal of possession before a person in whose hands the goods happen to be, for some temporary purpose, can be fixed with liability as a wrongdoer. Under the peculiar circumstances of the present case, in which Kelly, C.B., only dissented on the ground of the express finding of the jury, no general conclusion can safely be drawn from the judgment which has been now affirmed.

APPOINTMENTS.

Mr. THOMAS KINGDON KINGDON, Q.C., has been appointed Recorder of Bristol, in succession to Mr. Montague Bere, Q.C., who has become judge of the Cornwall County Courts. Mr. Kingdon was educated at Exeter College, Oxford, where he graduated B.A. (2nd class in Literis Humanioribus) in 1834. He practised for some years as a spec^l pleader below the bar, but was called to the bar at the Inner Temple in January, 1848, when he joined the Western Circuit. Mr. Kingdon has been a Queen's Counsel since 1866.

Mr. WILLIAM CHEEK BOUSFIELD, solicitor, of Newcastle-on-Tyne, has been appointed by Mr. Lonsdale M. Cockcroft coroner of the southern division of Northumberland, to be deputy-coroner, and the appointment has been confirmed by the Lord Chancellor. Mr. Bousfield was admitted an attorney in 1841.

GENERAL CORRESPONDENCE.

MARRIED WOMEN'S PROPERTY ACT.

Sir,—I should like to have the opinion of yourself, or some of your readers on the following point which has arisen in practice.

Miss Ann Robinson (all the names in this letter are fictitious) dies intestate, leaving personal property to the amount of (say) £1000.

Her next of kin are her sister and the children of three deceased brothers.

The property therefore is divisible in fourths, £250 (say) to each family.

A deceased brother, Mr. Abraham Robinson, left five children, one of whom, Jessy, was eighteen years of age when the fund became distributable.

Miss Jessy Robinson therefore took one-fifth of £250, or £50, but being under age the administrator of course could not pay her, and retained the money till she came of age.

Meanwhile, however, and after the passing of the Married Women's Property Act, 1870, Miss Jessy Robinson married. In point of fact she was under age (twenty), when she married, though I do not think this material.

Now it appears to me that the Act does not touch this share of Miss Jessy Robinson's.

The Act says, section 7—"Where any woman married after the passing of this Act shall, during her marriage, become entitled to any personal property as next of kin &c."

But Miss Jessy Robinson did not become entitled *during* her marriage; she was entitled *before* her marriage, although from being an infant she could not actually receive the amount of her share. The section certainly seems to point to an intestacy arising during the marriage, not to such a case as the above.

If I am right in my view of the Act, in many small cases which would not bear the expense of a settlement, the husband will still be entitled to his wife's personal property.

Aug 12th.

[We discussed (15 S. J. 380) the application of section 7 to cases in which a woman's expectant interest becomes, after her marriage, transmuted into a possessory one, and perhaps our correspondent may obtain some assistance from the authorities there referred to, although his point is not quite the same. The case which he puts is a stronger one for the non-application of the section, and we agree with him in thinking that the section does not include such a case.—ED. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Aug 9.—*The Tichborne Claimant.*—Mr. Whalley moved for copy of all applications made to the Secretary of State for the Home Department or to the Solicitor to the Treasury as to providing the means for the defendant in the case of the *Queen v. Castro, alias Tichborne*, for bringing forward witnesses in his defence, and for such information as to the evidence that would be brought forward in support of the prosecution as the defendant would have been entitled to receive if he had been committed for trial by any other process than that of the order of a judge at *Nisi Prius*, together with the replies that had been made to such applications. He charged the Attorney-General with having asked the House to institute proceedings in order to save his own professional reputation; and declared his own belief in the *bona fides* of the claimant.—Mr. H. James did not rise for a moment to say whether or not it would be right in the Government to grant that return. Neither would he express any opinion on the guilt or innocence of the person referred to in that motion. It was, he thought, most unbecoming in a member of that House to rise in his place and say he believed that a person who was awaiting his trial was guilty, and it was equally unbecoming in him to say he believed he was innocent. If it was deemed right by any independent members of that House to wander throughout the country in carriages of their own providing as a matter of money speculation, and to stand by the side of a man who had himself admitted that he could not answer the questions put to him because it would tend to criminate himself—if they chose to stand by him while he applied indecent epithets towards the Attorney-General, and charged the jury which had tried his case with being bribed to come to a decision contrary to their oaths, the House could do no more than regret such conduct. But when it was sought to make the House the arena for continuing such performances; when they were asked to sit by and listen to opinions expressed as to a prisoner's guilt or innocence; and when it was sought to do for a particular person who had been committed for trial that which never had been and could not be done in the House of Commons for any one else, simply because that person had friends in that House, then he ventured to say, with all submission, that he thought the time had come when the House ought to protest against being made parties to such a proceeding. Not that they could prevent the hon. member for Peterborough by the rules of the House, or by those rules of taste and propriety which were still more binding on some men, from making such a motion. Yet they could by their silence and by their words, show to the public that they took no part in that which he said out of doors was a mountebank performance, and in doors was a nuisance and an insult alike to the House and the country. (Cheers.)—Mr. Bruce emphatically declined acceding to any such motion.—Mr. Whalley then begged to withdraw the motion. The House, however, refused to allow the motion to be withdrawn, and the Speaker having put the question, it was negatived.

Parliament was prorogued on the 10th.

OBITUARY.

MR. T. GREENE.

The death of Thomas Greene, Esq., a Bencher of Gray's Inn, and for many years M.P. for Lancaster, took place at his seat, Whittington Hall, Westmoreland, on the 8th August, in the 79th year of his age. He was the eldest son of the late Thomas Greene, Esq., of Slyne, Lancashire (who died in 1810), by his wife Martha, daughter of Edmund Dawson, Esq., of Warton, in the same county, and was borne in the year 1794. He was educated at Oriel College, Oxford, where he graduated B.A. (2nd class in Literis Humanioribus) in 1819. In May, 1819, he was called to the bar at Gray's Inn, but appears never to have practised. In 1823 he served as High Sheriff of the county of Lancaster, and in the following year was returned to Parliament as member for the borough of Lancaster. In his early Parliamentary career he was an earnest advocate for the commutation of tithes, having in the years 1826, 1827, and 1829, introduced bills to effect that object. After the passing of the Reform Bill in 1832 Mr. Greene was returned at the head of the poll for Lancaster in the Conservative interest at every general election till July 1852, when the Liberal candidates (Messrs. Samuel Gregson, and R. B. Armstrong, Q.C.) had the greatest number of votes. In the following year, however, on petition, Mr. Armstrong's election was declared void, and a new writ was issued, which resulted, in April, 1853, in the return of Mr. Greene, who continued to represent the borough till 1857. In 1842 he was elected a Bencher of Gray's Inn. He was chairman of committees from 1841 to 1847. He was a supporter of Sir Robert Peel's policy with regard to free-trade, but was opposed to Dissenters graduating at the universities. He was a magistrate for Westmoreland and the West Riding of Yorkshire, and a justice of the peace and deputy-lieutenant for Lancashire; he also filled the office of constable of Lancaster Castle. The late Mr. Greene married, in 1820, Henrietta, third daughter of the late Right Hon. Sir Henry Russell, who, having filled the office of Chief Justice of the Supreme Court of Bengal, was created a baronet on his return to Europe in December 1812. Mrs. Greene's mother was Anna Barbara, youngest daughter of Sir Charles Whitworth, Bart. Mr. Greene's eldest son by this marriage is Lieutenant-Colonel Dawson Cornelius Greene, who was born in 1822, and married, in 1856, his cousin, Mary, daughter of Sir Henry Russell, Bart., of the Indian Civil Service, the son and successor of the above-named Chief Justice of Bengal.

MR. H. BLOXAM.

Mr. Henry Bloxam, solicitor, of Shrewsbury, died there on the 3rd of August, in the seventy-third year of his age. He was the third son of the late Rev. Richard Rouse Bloxam, D.D., Rector of Brinklow, and vicar of Bulkington, Warwickshire (who was for thirty-eight years one of the assistant masters of Rugby School), by Ann his wife, one of the sisters of Sir Thomas Lawrence, President of the Royal Academy of Arts. Mr. Bloxam was born at Rugby on the 30th April, 1799, and entered Rugby School in 1806; he continued there till 1815, when he was sixteen years of age, and in the Sixth Form. On leaving Rugby, he was articled to his uncle by marriage, Mr. John Meredith, a solicitor, of Birmingham. He was admitted in 1820, and in 1823 he commenced practice at Ellesmere, in Shropshire, where he remained till 1836, when he removed to Shrewsbury, but continued to retain his practice at Ellesmere. While at the latter place he was appointed agent and solicitor to the late Mr. Charles K. Mainwaring, of Oteley-park, Shropshire, and continued till his death to be legal adviser to that gentleman and his son, the present owner of the Oteley estates. Mr. Bloxam was twice undersheriff of Shropshire, the first time being appointed by the late Mr. Mainwaring, who was high-sheriff in 1829, and the second time by his son. He presided, for a short time, as judge of the old Court of Requests at Shrewsbury, but on the establishment of the present county courts, he was nominated high bailiff, which office he continued to hold till his death. He was for several years vicar's churchwarden of St. Mary's parish, Shrewsbury, and was also a member of the Shrewsbury

Town Council. A few years ago he declined being put in nomination for the office of mayor, on the ground of failing health. An event in his early life deserves a passing record. In January, 1830, he was called up to London, from Ellesmere, in consequence of the death of his uncle, Sir Thomas Lawrence, whose funeral was conducted with much civic solemnity. Six nephews of the deceased, of whom one was Mr. Bloxam, attended as mourners. The artist Turner made a drawing of the event, in which he depicted the six nephews immediately following the coffin through the great west door of St. Paul's Cathedral. This drawing appeared in the exhibition of the Royal Academy in 1830, and is now in the collection at the South Kensington Museum. Of the six nephews who attended at Sir Thomas Lawrence's funeral, Mr. Bloxam has been the first to pass away. His remains were interred in the cemetery at Shrewsbury, being followed to the grave by his son and only surviving child, his two grandsons, and three of his brothers, who are clergymen of the Established Church.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 16, 1872.

3 per Cent. Consols, 92½	Annuities, April, '85
Ditto for Account, Sep. 1, '92	Do, (Red Sea T.), Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 4 pm
New 8 per Cent., 92½	Ditto, £500, Do — 4 pm
Do, 8 per Cent., Jan. '94	Ditto, £100 & £200, — 4 pm
Do, 8 per Cent., Jan. '94	Bank o' England Stock, 4½ per
Do, 8 per Cent., Jan. '73	Ct. (last half-year) 247
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ per Ct. Apr. '74, 206	Ind. Env. Pr., 5 per Ct., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 107
Ditto 8 per Cent., July, '80 110	Ditto Debentures, per Cent.,
Ditto for Account, —	April '84 —
Ditto 4 per Cent., Oct. '88 106½	Do, 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do, Bonds, 4 per Ct., £1000
Ditto Enfaced Ppr., 4 per Cent. 96	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	110
Stock	Caledonian	100	112½
Stock	Glasgow and South-Western	100	125
Stock	Great Eastern Ordinary Stock	100	48
Stock	Great Northern	100	130½
Stock	Do, A Stock*	100	164½
Stock	Great Southern and Western of Ireland	100	113
Stock	Great Western—Original	100	112
Stock	Lancashire and Yorkshire	100	155
Stock	London, Brighton, and South Coast	100	72½
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	147½
Stock	London and South Western	100	105½
Stock	Manchester, Sheffield, and Lincoln	100	76½
Stock	Metropolitan	100	61
Stock	Do, District	100	29½
Stock	Midland	100	140
Stock	North British	100	74
Stock	North Eastern	100	165½
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	69
Stock	South-Eastern	100	100½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

This week the markets exhibit general improvement. Railways and foreign securities are both buoyant, and advances in price have been established. American railways, however, are an exception; and Erie, upon declining prices advised from the other side of the Atlantic, have, step by step, receded to 35½. Meanwhile, Honduras Loan has recovered to 50.

In the Session of 1872 the House of Commons had 240 public Bills before it. Of this number 116 became law—viz., ninety which were introduced into the House of Commons, and twenty-six which were introduced into the House of Lords. The remaining 124 had the following fate:—109, introduced into the House of Commons, were not passed by that House; 8, brought from the Lords,

were not passed by the Commons; 6, passed by the Commons, were not passed by the Lords; and one, passed by both Houses, was laid aside by the Commons on consideration of the Lords' amendments. Of the 116 Bills which received the Royal Assent, 87 were Government Bills and twenty-nine were not. Of the 124 Bills which came before the House of Commons, but did not become law, thirty-three were Government Bills and ninety-one were not. With two exceptions, these thirty-three Government Bills are described in the list as withdrawn, the order for proceeding with them being discharged. The exceptions are the Thames Embankment Bill, the motion for going into committee (in the House of Commons) being negatived, and the Municipal Corporations (Wards) Bill, which was passed by the Commons, but in the Lords the second reading was put off for six months.—*Times*.

THE CORONERSHIP OF GREAT YARMOUTH.—Mr. Charles H. Chamberlin, solicitor, of Great Yarmouth, Norfolk, who has held the position of coroner of that borough for about 22 years, has resigned the office on account of ill-health. It is said that Mr. William Holt, solicitor and magistrates' clerk for the borough, will probably be his successor.

THE NEW PRIVY COUNCILLOR.—The Right Hon. George Young, Q.C., M.P., Lord Advocate of Scotland, was sworn in a member of the Privy Council on the 9th August. The new Privy Councillor is the eldest son of the late Alexander Young, Esq., of Rosefield, Kirkcudbrightshire, by his wife Marion, daughter of the late William Corson, Esq. He was born in 1819, and was educated at Dumfries and at the University of Edinburgh. Mr. Young became a member of the Scottish Faculty of Advocates in 1840, and in 1853 was appointed sheriff of Inverness-shire; this office he held till 1860, when he was appointed sheriff of Haddington and Berwick. In November, 1862, he became Solicitor-General for Scotland, and continued in office till July, 1865. In April of that year he was elected M.P. for Wigton district, being again returned at the last general election. In December, 1868, on the formation of Mr. Gladstone's administration, he was reappointed Solicitor-General for Scotland, and was appointed Lord Advocate in October, 1869, on the elevation of Mr. Moncreiff to the bench as Lord Justice Clerk. In 1868 he was created a Queen's Counsel, and in November, 1869, was called to the Bar at the Middle Temple, and became a Bencher. In 1871 the University of Edinburgh conferred on him the degree of LL.D. Mr. Young married, in 1847, Janet, daughter of George Graham Bell, Esq., of Crurie, Dumfriesshire.

THE MARCH OF INTELLECT.—A Chicago paper says: Divorce parties are coming into fashion in Chicago. Social philosophers say that all great questions pass through three stages, viz.: Ridicule, argument, adoption. Chicagoans have bravely encompassed them all, so far as divorce is concerned, and, as the world knows, now revel in undisputed luxury of full possession. In fact, divorce has become a fashionable thing, and like all kindred events, such as births and marriages, is celebrated with festive proceedings. The West division witnessed an affair of this kind the other evening. There was a large gathering, and the newly-made widow received the congratulations of friends and relatives with as much pleasure as would a newly-wedded wife after the ceremony of marriage. A handsome "divorce cake" was one of the features of the occasion. It was mounted by a handsome monogram, the letter "D," for divorce, being entwined with the lady's name before her marriage.—*Maryland Law Reporter*.

UNITED STATES CIRCUIT COURT. NORTHERN DISTRICT OF OHIO.

Christie v. Buckeye Insurance Company.

The question raised was, whether, under a marine policy of 11,000 dols., the insured could recover the full amount of the policy for a total loss where there had been a prior general average loss, upon which the company had paid 1,208 dols., or whether the company was entitled to have that amount deducted from the total amount due on the final loss. The company was held liable to the full face of their policy on final total loss, notwithstanding the payment of prior general average losses.—*American Law Review*.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRADLEY—On Aug. 8, at Creswell-park, Blackheath, the wife of Henry Bradley, of Harcourt-buildings, Temple, solicitor, of a daughter.

WILLS—On Aug. 9, at 43, Queen's-gardens, Bayswater, the wife of Alfred Wills, barrister-at-law, of a daughter.

WOLLASTON—On Aug. 14, at 6, Chandos-street, Cavendish-square, W., the wife of Augustus W. Wollaston, barrister-at-law, and Sub-judge of Allahabad, India, of a daughter.

MARRIAGES.

ANDERSON—MONTGOMERIE—On Aug. 8, at the Episcopal Chapel, Kilmarnock, John Thomas Anderson, Esq., Q.C., to Mary, youngest daughter of the late Lt.-Col. Montgomerie, of Annick Lodge, Ayrshire.

NEWTON—HULME—On Aug. 9, at the Church of St. Michael's Stockwell, Mr. John Newton, solicitor, of Leighton Buzzard, Beds, to Mary Jane Henrietta, youngest daughter of Henry Preedy Hulme, Esq., of Stockwell, Surrey.

SUMNER—BROOKE—On Aug. 7, at St. John's Church, Bollington, George Sumner, of the Inner Temple, barrister-at-law, to Mary Eleanor, eldest surviving daughter of the late Joseph Brooke, Esq., of Limefield, Bollington, Cheshire.

WALLIS—EDMONDS—Aug. 12, at Holy Trinity Church, Paddington, Charles Woodward Wallis, of the Middle Temple, barrister-at-law, to Gertrude, third daughter of Ezekiel Edmonds, Esq., late of Berryfield, Wiltshire.

DEATHS.

BULL—On Aug. 8, at 24, James-street, Buckingham-gate, London, Henry William Bull, Esq., solicitor, of Ely-place, Holborn, in the 80th year of his age. He was admitted in Michaelmas Term, 1813, and was a member of the Incorporated Law Society.

DRAPER—On Aug. 8, at Prescot, Lancashire, Edward Draper, Esq., solicitor, aged 43 years. He was admitted in Trinity Term, 1857, and was a member of the Liverpool Law Society.

JOHNSON—On Aug. 11, at The Hollies, Marple, Cheshire, William Johnson, Esq., solicitor, of Stockport, and coroner for the eastern division of the county of Chester. He was admitted in Trinity Term, 1841, and was a partner in the firm of W. & F. W. Johnson.

LADE—On Aug. 4, at Aix la Chapelle, Thos. Newman Lade, Esq., solicitor, of Gresham-buildings, Guildhall, aged 40.

SYMES—On July 31, at Rectory-grove, Clapham, Surrey, John Coles Symes, Esq., solicitor, of 33, Fenchurch-street, City, in his 88th year. He was one of the oldest solicitors on the rolls, having been admitted in Easter Term, 1807, and was the senior member of the firm of Symes, Sandlands & Humphrey, solicitors to the Hon. the Corporation of the Trinity House. Mr. Symes was a member of the Incorporated Law Society, and also of the Law Association for the benefit of widows and families of professional men in the metropolis and its vicinity.

WALKER—On Aug. 12, at Margate, Mary Ellen, the beloved wife of Charles Walker, of Lincoln's-inn, barrister-at-law.

WHEELER—On July 24, Maud Marian, and on July 30, Walter Harriskine, the infant twin children of George Brash Wheeler, Esq., solicitor, of Bedford-row, and Penge.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, AUG. 13, 1872.

Llewellyn, John Geo, and Augustus Ley Bassley, Bulth, Brecon, Attorneys and Solicitors. Aug 12

Winding up of Joint Stock Companies.

FRIDAY, AUG. 9, 1872.

LIMITED IN CHANCERY.

Birmingham Brass Foundry Company (Limited).—Petition for winding up, presented July 23, directed to be heard before Vice Chancellor Malins on the first petition day in Michaelmas term. Mathews and Mathews, Bedford-row, agents for Mathews and Smith, Birm., solicitors for the petitioners.

London Co-operative Society (Limited).—Petition for winding up, presented Aug 8, directed to be heard before Vice Chancellor Malins on Friday, Nov 8. Harcourt and Macarthur, Moorgate-st, solicitors for the petitioners.

United Auction, Advance, and Investment Company (Limited).—The Master of the Rolls has, by an order dated July 29, ordered that the above company be wound up. Linklater and Co, Walbrook, solicitors for the petitioners.

TUESDAY, AUG. 13, 1872.

UNLIMITED IN CHANCERY.

Heylake Railway Company.—Vice Chancellor Malins has, by an order dated Aug 2, ordered that the above company be wound up. Ashurst and Co, Old Jewry, solicitors for the petitioners.

London, Worcester, and South Wales Railway Company.—Vice Chancellor Malins has, by an order dated Aug 2, ordered that the above company be wound up.

Wiltshire Railway Company.—The Master of the Rolls has, by an order dated July 27, appointed Fredk Bertram Smart, 85, Cheapside, to be official liquidator.

LIMITED IN CHANCERY.

Carribean Company (Limited).—Vice Chancellor Malins has, by an order dated Aug 2, ordered that the above company be wound up. Bellamy and Strong, Bishopsgate-st Within, solicitors for the petitioners.

Lincoln's-inn-fields Hotel Company (Limited).—Creditors are required on or before Oct 10 to send their names and addresses, and the particulars of their debts or claims to John Wm Morse, 6, Gipsy-hill-villas, Upper Norwood. Friday Nov 8 at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

TUESDAY, Aug. 13, 1872.

Great East Lovell Mining Company.—The Vice Warden has, by an order dated Aug 7, ordered that the above company be wound up. Hodge and Co, Truro, solicitors.

Roseware United Mining Company.—The Vice Warden has, by an order dated Aug 7, ordered that the above company be wound up. Hodge and Co, Truro, solicitors.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 9, 1872.

Davies, Ryce, Ebbw Vale, Monmouth, Retailer of Beer. Oct 1. Lewis v Elliott, V.C. Bacon, Simons and Plevs, Merthyr Tydfil

Holdich, Wm, Ldgate hill. Oct 1. Causton v Holdich, V.C. Wickens.

Bolton, Gray's inn sq

Keel, Geo, Cheddar, Somerset, Gent. Oct 1. Keel v Wade, V.C. Malins.

Long, Edwin Searley, Southsea, Hants, Brewer. Oct 10. Long Webb, V.C. Wickens.

Morris, Joseph, Shrewsbury, Salop. Oct 10. Morris v Morris, V.C. Wickens.

Pennington, Hon Margaret Susan Eliz, Muncaster Castle, Cumberland. Oct 10. Lindsay v Lindsay, V.C. Wickens.

Robinson, Mary Anne, Bath, Somerset, Widow. Oct 7. Shawe v Baynes, M.R. Western and Sons, Gt James st, Bedford row

Rushion, Ann, Edgbaston, Warwick, Spinster. Sept 30. Bembridge v Everitt, M.R. Sanders and Smith, Birr.

Wheeldon, Wm, Berrier, Montgomery, Farmer. Sept 10. Allcock v Wheeldon, M.R. Hollinshead, Tunstall

TUESDAY, Aug. 13, 1872.

Andrew, Philip, Swansea, Glamorgan, Brewer. Oct 8. Rosser v Andrew, M.R. Ward, Leominster

Blackwell, Wm, Kenyon, Gloucester ter, Hyde pk, Esq. Oct 21. Sanders v Dromsart, V.C. Wickens.

Bower, Joseph, Peterborough, Corn Merchant. Oct 1. Eagle v Winter-ton, V.C. Wickens.

Carter, Thos, Netheravon, Wilts, Grocer. Sept 30. Carter v Carter, V.C. Malins.

Deevies, Thos, Cwrrherbert, Cardigan, Sheep Dealer. Sept 16. Davies v Davies, V.C. Bacon, Lloyd, Lampeter

Davis, Saml, Sevenhampton, Wilts, Yeoman. Oct 1. Davis v Davis, V.C. Wickens.

Dixon, Wm Satterthwaite, Lea Gate, Lancashire, retired Innkeeper.

Sept 29. Oldham v Dixon, V.C. Malins.

Maxsted and Gibson, Lancaster

Gamble, Geo, Lpool, Engineer. Oct 1. Gibson v Gamble, M.R. Kerri-son, Norwich

Hall, John, Bury, Lancashire, Cotton Spinner. Oct 25. Hall v Ramsbottom, V.C. Malins.

Bullock, Manch

Lambert, Joseph Alex, Farncombe, Surrey, Gent. Oct 1. Lambert v Hallett, M.R. Punter, Farnham

Harper, Joseph, Harper's pl, Vauxhall bridge rd, Builder. Oct 1.

Cook v Moy, M.R. March, Charles, St James's sq

Harrington, Rt Hon Earl of, Elvaston Castle, Derby. Sept 30. Peters-ham v Birkbeck, V.C. Malins.

Brundt, Farmar, Inn

Hewlett, Anthony, Burlington arcade, Fiddicade, Hair Dresser. Oct 10.

King v Hewlett, V.C. Wickens.

Emspon, Moorgate st

Holbrook, Thos Hudson, Medmeham, Bucks, Hotel Keeper. Oct 5.

Holbrook v Cooper, V.C. Malins.

Cotton, Chancery lane

Lampugh, Saml, Kilham, York, Farmer. Oct 10. Lampugh v Ca-wood, V.C. Wickens.

Foster and Co, Gt Driffield

MacNicol, Nicol, Norfolk, Paddington, Shipbuilder. Oct 9.

Creditors resident in the East Indies, Dec 9. MacNicol v MacNicol, V.C. Malins.

Osborne, Gresham House, Old Broad st

Meacham, Thos, The Circus, Greenwich, Engineer. Oct 1. Meacham

v Cooper, M.R. Miller, Cophall st, Throgmorton st

Morris, Thos, Witney, Oxford, Supervisor of Excise. Oct 10. Morris v Morris, V.C. Wickens.

Field, Swansea

Price, Wm, and Thos Harris, Bristol, Merchants. Oct 31. Alderson v Perrie, M.R.

Waller, Maria, Buckland, nr Dover, Kent, Spinster. Oct 1. Waller v

Nicholson, V.C. Malins.

Eliworth and Co, Plymouth

Waudby, Arthur John, Kentish Town rd, Artist. Oct 1. Roffe v

Waudby, V.C. Malins.

Capes and Chadwick, Carter lane, Doctor's commons

Wood, Thos, Colley Gate, Cradley, Worcester, Gent. Sept 30. Aston

v Wood, V.C. Wickens.

Walker, Stourbridge

Woodhouse, Wm, and Wm Harvey Woodhouse, Lpool, Wine Merchants.

Oct 1. Woodhouse v Harvey, V.C. Malins.

Russell, Bedford row

NOTES OF CASES.

Jackson, Jane, White Hart lane, Tottenham, Widow. Nov 2. Re Jackson, V.C. Wickens

Jones, Eliz, Waterford ter, Fuiham, Widow. Oct 10. Re Jones, V.C. Wickens.

Chapman and Co, Lincoln's inn fields

Lane, Robt Crispin, Kingsbridge, Devon. Nov 2. Re Lane, V.C. Wickens

Eschton, Ann, Edgbaston, Warwick, Spinster. Oct 30. Bembridge v Everitt, M.R.

Usher, Saml, Church st, Edmonton, Gardener. Nov 2. Appleton v Boone, V.C. Wickens

Waudby, Arthur John, Kentish Town rd, Artist, and Geo Waudby,

Chaplain on H.M.'s ship "Exmouth," and also the wife of Arthur

John Waudby. Nov 1. Roffe v Waudby, V.C. Malins

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 9, 1872.

Biggenden, John, Milner sq, Islington, Attorney. Sept 12. Biggenden

Walbrook

Blyth, Matthew, East Dereham, Norfolk, Farmer. Oct 7. Day, Norwich

Brodgen, John, Beaumaris, Anglesea, Gent. Sept 3. Yewdall, Brad-ford

Cock, Thos, Leicester, Gent. Oct 10. Toller, Leicester

Copper, Thos, Rottingden, Sussex, Gent. Sept 30. Chalk, Brighton

Davies, Jenkin, Mold Vicarage, Flint, Clerk. Oct 1. Hughes,

Wrexham

Flawholt, John, Lpool, Lancashire, Tobacco Manufacturer. Oct 1.

Houghton, Lpool

Gale, Rev Wm Wilkins, Ilchester, Somerset. Sept 20. Tuson, Ilchester

Goddard, Richd, Templeton, Berks, Farmer. Sept 1. Peacock and

Goddard, South sq, Gray's inn

Haigh, Hesekiah, Scholes, York, Gent. Oct 10. Ivenson and Meller,

Holmfirth

Harpin, John, Holmfirth, York, Stone Merchant. Sept 14. Brook and

Co, Huddersfield

Hedger, Rosetta, Allen ter, Kensington, Widow. Oct 10. Sparham,

Ironmonger lane

Horlock, Thos, West Creech, Dorset, Yeoman. Sept 6. Marshfield

Wareham

Kendall, Geo Richd, Hertford, Licensed Victualler. Sept 5. Robinson

and Co, Charterhouse sq

Leeson, Wm, Cllnt, Worcester, Gent. Aug 31. Rogers and Jordan,

Stourbridge

Levi, Geo, Birm, Jeweller. Sept 30. Davis, Birm

Maisey, Wm John, Tottenham. Sept 16. Dalton and Jessett, Clement's

lane, Lombard st

Marcon, Louis Anne, East Dereham, Norfolk, Spinster. Nov 1.

Cooper and Norgate, East Dereham

Robinson, Wm, Long Buckley, Northampton, Yeoman. Sept 16.

Leake, Long Buckley

Shaw, Geo Aif, Manch, Comm Agent. Oct 7. Sutton and Elliott,

Manch

Tyrell, Geo, Fordhook, Acton, Middx, Esq. Oct 7. Greatorex,

Chancery lane

Upton, Edw, Biford, Warwick, out of business. Sept 3. Cottrell,

Birm

Williams, Eliz, Tring pk, Hertford, Widow. Sept 10. Hollingsworth,

and Co, East India avenue

Wood, Joseph, Maccllesfield, Chester, Cotton Mill Manager. Oct 1.

Higginbotham and Barclay, Maccllesfield

TUESDAY, Aug. 13, 1872.

Angus, Hy, Newcastle-upon-Tyne, Coach Manufacturer. Sept 30.

Stanton and Atkinson, Newcastle-upon-Tyne

Bretton, Jas, Wellingham, Sussex, Brewer. Oct 7. Hillman, Cliffe,

Lewes

Craddock, Elliz Susannah, Mitcham, Surrey, Widow. Sept 9. Hogan,

Martin's lane, Cannon st

Dillon, Garrett, Bryanston st, Hyde pk, M.D. Sept 30. Evans and Co,

Gray's inn sq

Forster, John, Reed End, Therfield Herts, Farmer. Nov 1. Thurnall

and Nash, Royston

Gaskill, Peter, Horwich, Lancashire, Cotton Spinner. Sept 20. Hulme

and Co, Manch

Gibson, Thos, Bucklebury, Licensed Victualler. Oct 1. Dalton and

Jessett, Clement's lane, Lombard st

Griffiths, Edwd Pryce, North Lodge, Teddington, Merchant. Sept 12.

Ellis and Crossfield, Mark lane

Harford, Louisa, Henbury, Gloucester, Widow. Sept 16. Cook and

Sons, Bristol

Hartin, Geo, Belbroughton, Worcester, Farmer. Oct 11. Harward

and Co, Stourbridge

Howard-Vye, Richd, Stokes pl, Buckingham, Colonel. Sept 15. Farrer

and Co, Lincoln's inn fields

Huggins, Jas, St David, Exeter, Gent. Oct 1. Huggins, Exeter

Hussey, Thos, Waybrook, Exminster, Devon, Auctioneer. Oct 1.

Huggins, Exeter

Jenkins, Mary, Penryn, Cornwall, Widow. Sept 29. Jenkins, Penryn

Jennings, Reginald, Bishop's Stortford, Hertford, Gent. Oct 25.

Unwin, Sawbridgeworth

Jordon, Thos Caviller, St Aubyn's rd, Upper Norwood, Surgeon. Nov

1. Leete, Lincoln's inn fields

Keeble, Hy, Tavistock crescent, Westbourne pk, Gent. Sept 28. Dale,

Furnival's inn

Lancaster, Hy, Old Town, Croydon. Sept 9. Hogan, Martin's lane,

Cannon st

Madden, Hy Norman, Heavtree, Devon, Gent. Sept 26. Hill and Son,

Throgmorton st

Mills, Wm Harrison, Newcastle-upon-Tyne, Brass Founder. Sept 16.

Keenlyside and Forster, Newcastle upon-Tyne

Parry, John, Saughall, Cheshire, Gent. Sept 14. Tibbits, Chester

Pegg, Joseph, Gt St Helens, Ship Owner. Sept 16. Tyas and Hunting-ton, King st, Cheapside

Philip, Robt, Pembroke Dock, Pembrokeshire, Dockyard, Pensioner. Oct 7.

Miller, Sherborne lane

Raymond, Dudley, Hastings, Sussex, Lieutenant. Sept 16. Elman

and Co, Battle

Rich, Wm Plaster, Bristol, Drain Pipe Manufacturer. Oct 10. Plummer

Bristol

Stennings, Wm, Godstone Court, Surrey, Gent. Sept 16. Head and

Son, East Grinstead

Wopell, John, Alphington, Devon, Gent. Oct 1. Huggins, Exeter

Wyndham, Anna Eliza, Park lane, Widow. Sept 24. Roy and Cartwright, Lothbury

Deeds Registered under the Bankruptcy Act, 1861.

TUESDAY, Aug. 13, 1872.

Gill, Wm, Talbot-rd, Bayswater, Barrister-at-Law. July 2. Arrangement. Reg Aug 10

Bankrupts.

FRIDAY, Aug. 9, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Chadwick, Wm, Lpool, Bookkeeper. Pet Aug. Watson, Lpool. Aug 21 at 2
 Norfor, Hy Jas, Gt Yarmouth, Norfolk, Builder. Pet Aug 9. Diver. Gt Yarmouth, Aug 26 at 12
 Rothwell, John, Lpool, Victualler. Pet Aug 6. Watson, Lpool, Aug 22 at 2
 Tomlinson, John Thos, Rugby, Warwick, Grocer. Pet Aug 6. Kirby, Coventry, Aug 28 at 2
 White, Thos Linney, Leybourne, Yorks, Gent. Pet Aug 6. Jefferson, Northallerton, Aug 21 at 3
 Yelland, Almond, St Austell, Cornwall, Ironmonger. Pet Aug 7. Chilcot, Truro, Aug 21 at 3

TUESDAY, Aug. 13, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Coleman, Wm Juby, St Mary-at-Hill, Vinegar Manufacturer. Pet Aug 10. Roche, Aug 28 at 12
 Gouldsmith, Mary Eliz, and Fredk Saml Gouldsmith, Pont-st, Belgrave-sq, Dyers. Pet Aug 8. Roche, Aug 27 at 11
 Humphries, Douley Thos, Stantoff House, Upper Norwood, out of business. Pet Aug 10. Roche, Aug 28 at 11
 McCoy, Jas, Railway Approach, Southwark, Wine Merchant. Pet Aug 9. Murray, Aug 27 at 12

To Surrender in the Country.

Asher, John, Bulford, Wilts, Innkeeper. Pet Aug 9. Wilson, Salisbury, Aug 28 at 11
 Beale, Edmund, Overton, Hants, Farmer. Pet Aug 8. Thorndike, Southampton, Aug 4 at 2
 Cunningham, John, Plymouth, Devon, Gent. Pet Aug 10. Pearce, East stonehouse, Aug 29 at 11
 Hunt, Thos, Sheffield, York, Bookseller. Pet Aug 7. Rodgers, Sheffield, Aug 29 at 12
 Lecomber, Maria, Ramhill, Lancashire, Beerhouse Keeper. Pet Aug 12. Watson, Lpool, Aug 24 at 11
 Robertson, John Wylie, Lpool, Licensed Victualler. Pet Aug 8. Watson, Lpool, Aug 26 at 2.30
 Simmons, Thos, Newhaven, Sussex, Builder. Pet Aug 8. Blaker, Lewes, Aug 28 at 12.
 Wheatsone, Richd, Fowhorne, Hereford, out of business. Pet Aug 9. Reyne, B. Hereford, Aug 30 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 9, 1872.

Darling, John, Scarborough, Grocer. July 23
 Hodges, Saml, Thos Edwards, and Saml Horatio Hodges, Bristol, Bootmakers. May 3
 Jones, John Jordan, Rhodygo, Cardigan, Auctioneer. Aug 8

TUESDAY, Aug. 13, 1872.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 9, 1872.

Archburt, Thos, Oakley villa, Bexley Heath, Timber Merchant. Aug 22 at 3, at offices of Lawrence and Co, Old Jewry chambers. Bailey and Child, Sloane st.

Armstrong, Jas Green, Lincoln, Bookseller. Aug 22 at 11, at office of Williams, Silver st, Lincoln

Blake, Herbert, Gt Torrington, Devon, Grocer. Aug 23 at 12, at offices of Thorne, Cross st, Barnstaple. Tapley, Gt Torrington

Boulton, Hy, Bristol, out of business. Aug 17 at 12, at office of Clifton, Corn st, Bristol

Bray, Jas, Keynsham, Somerset, Baker. Aug 19 at 12, at office of Clifton, Corn st, Bristol

Bright, Chas, Swansea, Glamorgan, Ironmonger. Aug 21 at 11, at office of Barnard and Co, Temple st, Swansea. Field, Swansea

Brodgen, Thos, Hiley, York, Journeyman Mason. Aug 30 at 2, at office of Harle, Bank st, Leeds

Chapple, Jonathan, Russell Town, St George, Gloucester, Baker. Aug 17 at 11, at office of Eversy, Guildhall, Broad st, Bristol

Coop, Hy, and Ralph Taylor Newbold, Hemp Bridge, nr Bury, Lancashire, Paper Manufacturers. Aug 23 at 3, at the Albion Hotel, Piccadilly, Manch. Sale and Co, Manch

Dangerfield, Benj, Benj Legge, and Jessa Siddons, Tipton, Stafford, Tubs Manufacturers. Aug 15 at 12, at the Queen's Hotel, Birm, Griffin, Birm

Darlaston, Thos, Birm, Button Manufacturer. Aug 17 at 12, at offices of Kennedy, Waterloo st, Birm

Dunn, John Augustus, Nottingham, Grocer. Aug 26 at 12, at office of Shelton, St Peter's Church walk, Nottingham

Dunn, Jas, Altrincham, Chester, Painter. Aug 22 at 3, at offices of Almond and Bennett, Kennedy st, Manch

Dutson, Walter Rosebrook, Riverside ter, Richmond, out of business. Aug 17 at 10, at 145, Cheapside. Harcourt and Macarthur, Moorgate st

Fielding, Robt, Manch, Auctioneer. Aug 26 at 9, at office of Thompson, Oxford chambers, Oxford st, Manch

Freeman, Hy, Crooked lane, Cannon st, Timber Broker. Aug 27 at 2, at offices of Wootton, Finsbury circus

Gatis, John, and Arthur Septimus Hume, Darlington, Durham, Corn Millers. Aug 22 at 12, at offices of Steavenson, Chancery lane, Darlington

Gold, Geo, and Edwd Golds, Tavistock crescent, Westbourne pk, Butchers. Aug 17 at 1, at office of Allen, Brunswick sq

Graves, Angelique Maria, Bristol, Milliner. Aug 22 at 12, at offices of Hancock and Co, Guildhall, Broad st, Bristol. Benson and Eleton, Bristol

Harris, Edwin, Surbiton, Surrey, Tailor. Aug 22 at 12, at 33, Gutter lane, Cheapside. Best, Queen st, Cheapside

Hayward, Jas, Fore st, Limehouse. Aug 24 at 1, at offices of Dabois, Gresham bldgs, Basinghall st, Lubbock, King st, Cheapside

Heslop, Leonard, Mill Pond Bridge, Dockhead, Cheesemonger. Aug 27 at 2, at offices of Carter and Bell, Leadenhall st

Hill, Abram, Rochdale, Lancashire, Cabinet Maker. Aug 23 at 3, at office of Holland, Baillie st, Rochdale

Hincks, Wm, and Stephen Hincks, Birm, Garden Tool Manufacturers. Aug 23 at 3, at office of Poister, Edmund st, Birm

Ilsley, Emma, Redhill, Surrey, Schoolmistress. Aug 22 at 2, at the Warwick Arms, jun, and Richd Tidesic Jennings, Staffd, Host Manufacturers. Aug 23 at 11, at office of Hand, Martin st, Staffd

Jerrard, Jas Thurgar, Portland ter, Holland rd, Brixton, Photographer. Aug 22 at 3, at the Bridge House Hotel, London bridge. Few and Cole, Borough High st

Jones, Edwd, Chester, Timber Merchant. Aug 23 at 3, at offices of Bridgeman, Co, Westminster bldgs, Newgate st, Chester

Jones, Wm Ho, e, Hooton, Chester, Esq. Aug 24 at 12, at offices of Richardson and Bullion, Cook st, Lpool

Lewis, Geo, Bristol, Printer. Aug 17 at 1, at office of Clifton, Corn st, Bristol

Lowe, Mary Eliz, Preston, Lancashire, Jeweller. Aug 21 at 2, at the Bull Hotel, Church st, Preston. Edelston, Preston

Madderson, Thos, Darlington, Durham, Engineer. Aug 22 at 11, at office of Alison and Co, Bondgate, Darlington

Mayberry, Edwd, Bridge Yate, Gloucester, Forgerman. Aug 19 at 1, at office of Peterson, Bridge st, Bristol

McEwen, Thos, Chorlton-upon-Medlock, Manch, Draper. Aug 23 at 3, at office of Addleshaw, King st, Manch

Megson, Jas, Oaks green, York, Grocer. Aug 21 at 11, at offices of Barber, Church st, Bridgehouse

Merrefield, Wm, Franche, Kidderminster, Worcester, Market Gardener. Aug 21 at 11, at the Horn and Trumpet Inn, Park Butts. Crowther, Kidderminster

Michell, Joseph, Cwrt Cwmythwyl, Cardigan, Miner. Aug 14 at 11, at offices of Hughes and Sons, North parade, Aberystwyth

Owen, David, Machynlleth, Montgomery, Builder. Aug 21 at 2, at the White Lion Hotel, Machynlleth. Davies, Dolgelly

Owen, Owen, Brynffynnon, Denbigh, Felimonger. Aug 22 at 3, at the Bull Hotel, Denbigh. Jones, Denbigh

Paimer, Thos, Birm, Manufacturer of Tin Plate Wares. Aug 23 at 12, at offices of Butler and Pearse, Moor st, Birm

Fay, Jas, and Eliz Fay, Hove, Kent, Watchmakers. Aug 24 at 3, at 38, Castle st, Dover. Minter, Folkestone

Frusdale, Jabez Jas, Chipstead, Kent, Grocer. Aug 22 at 2, at office of Carter and Bell, Leadenhall st

Quarmby, Wm, Ashton-under-Lyne, Lancashire, Stationer. Aug 21 at 3, at the Commercial Inn, Old st, Ashton-under-Lyne. Buckley, Oldham

Rae, John, Tunbridge Wells, Sussex, Grocer. Aug 22 at 3, at 145, Cheap row, Wells

Robinson, Geo, and Jas Hirst, Batley, York, Builders. Aug 22 at 3, at the Royal Hotel, Dewsbury. Ibbsen, Dewsbury

Roebuck, Hy, Huddersfield, York, Yarn Spinner. Aug 22 at 11, at office of Leyroyd and Learyard, Buxton rd, Huddersfield

Scurlock, Evan, Briton Ferry, Glamorgan, Draper. Aug 21 at 2, at offices of Barnard and Co, Albion chambers, Bristol. Brown, Swansea

Slater, Thos, Macclesfield, Chester, General Dealer. Aug 21 at 3, at offices of Higginbotham and Barclay, Exchange st, Macclesfield

Spencer, Wm, Birm, Process Server. Aug 21 at 10, at office of East, Colmore row, Birm

Thwaytes, Jas, Caldebeck, Cumberland, Clerk in Holy Orders. Aug 19 at the Inn of Court Hotel, Hubor (in lieu of the place originally named)

Topping, Saml, Little Heaton, Manch, Farmer. Aug 29 at 11, at office of Thompson, Oxford chambers, Oxford st, Manch

Trueman, Saml, Cotmanhay, Derby, Collier. Aug 24 at 3, at office of Belk, High pavement, Nottingham

Trueman, Wm, Cotmanhay, Derby, Collier. Aug 24 at 3, at office of Belk, High pavement, Nottingham

Tubb, Wm, Maidenhead, Berks, Grocer. Aug 27 at 3, at offices of Fletcher and Co, Maidenhead

Turner, Wm, Wolverhampton, Staffd, File Grinder. Aug 23 at 4, at offices of Turner, Queen sq, Wolverhampton

Walton, Hy Geo, Westfield, Notts, Signaller. Aug 21 at 11, at the Durham Ox Inn, Oxford st, Lincoln. Bescoby, East Retford

Wear, Geo, Blagdon, Somerset, Carrier. Aug 19 at 3, at offices of Person, Bridge st, Bristol

White, Hy Ironbridge, Salop, Grocer. Aug 28 at 11.30, at offices of Leake, High st, Shifnal

Wolf, Aaron, Austin friars, Merchant. Sept 4 at 3, at offices of Ward and Co, Clement's lane, Lombard st, Engel, Gt Marlborough st

TUESDAY, Aug. 13, 1872.

Baxter, Hy, Oval rd, East Croydon, Builder. Aug 21 at 2, at offices of Simons, New Bridge st, Bilton

Brealey, Wm, Chas, Torquay, Devon, Bootmaker. Aug 26 at 11, at offices of Campion, Bedford circus

Brown, John Hy, and Peter Brown, Newcastle-upon-Tyne, Merchants. Aug 22 at 3, at offices of Heyde and Co, Mooley st, Newcastle-upon-Tyne

Caulkin, Joseph, Birm, Grocer. Aug 27 at 12, at offices of Griffin, Benet's hill Birm

Cave, Thos Carter, Jns, Nottingham, Lace Merchant. Aug 26 at 12, at offices of Acton, Victoria st, Nottingham

Chamberlain, Philip The, Birm, Gaffer. Aug 22 at 3, at office of Jaques, Cherry st, Birm

Charlesworth, John, Aston, Warwick, Attorney's Clerk. Aug 24 at 11, at offices of Burton, Union passage, Birm
 Collins, Thos, Oldham, Lancashire, Salesman. Aug 30 at 3, at offices of Ryance, Essex st, Manch
 Cumes, Wm, Dawlish, Devon, Butcher. Aug 27 at 12, at the London Hotel, Dawlish. Floud, Castle st, Exeter
 Dalton, Leonard, Canal bridge, Old Kent rd, Stone Merchant. Aug 26 at 3, at offices of Barton and Drew, Fore st
 Davey, Richd, Birkenhead, Cheshire, Tallow Chandler. Aug 23 at 2, at offices of Downham, Market st, Birkhead
 Davis, Hy, Elias, Rood lane, Comm Agent. Aug 28 at 12, at offices of Montagu, Bucklersbury
 Dawson, John, Milton, Stamford, Builder. Aug 21 at 3, at 13, Cheapside, Hanley
 De Maria, Giuseppe, Brewer st, Golden sq, Italian Confectioner. Aug 27 at 12, at offices of Breton, Piccadilly
 Doleman, Hy, Lutterworth, Leicester, Innkeeper. Aug 23 at 12, at office of Owston, Friar Lane, Leicester
 Dunn, Geo, Birm, Hardware Merchant. Aug 23 at 12, at the Great Western Hotel, Monmouth st, Birm. Powell, Birm
 Duntson, Fredk, Chas, Long Ditton, Surrey, Clerk. Aug 24 at 10, at 145, Cheapside. Harcourt and MacArthur, Moorgate at 145, Cheapside
 Ellison, Chris, Bradford, Bearhouse Keeper. Aug 28 at 3, at offices of Green, Aldermanbury, Bradford
 Elwood, Thos, Augustine, Broke rd, Dalston, Superannuated Officer G. P. O. Aug 23 at 12, at office of Barton and Drew, Fore st
 Fenton, Geo, Birm, Gilt Jeweller. Aug 23 at 3, at office of Jaques, Cherry st, Birm
 Folliard, Jas, Birm, Fishmonger. Aug 23 at 3, at office of Kennedy, Waterloo st, Birm
 Forbes, Eliz, Harriett, and Fanny Jane, Forbes, Leamington Priors, Warwick, Confectioners. Aug 26 at 3, at offices of Overall, Warwick st, Leamington Priors
 Fosdick, John, St John's rd, Hoxton, Grocer. Aug 29 at 2, at offices of Cave, Finsbury circus
 Frost, Wm, Swindon, Wilts, Butcher. Aug 27 at 3, at the Crown Hotel, Wootton Bassett
 Gillett, Chas, Bristol, out of business. Aug 26 at 12, at offices of Smith, John st, Broad st. Sherrard
 Glover, Joseph, Leeds, Bootmaker. Aug 26 at 3, at offices of Fawcett and Malcolm, Park row, Leeds
 Griffin, John, Worcester, Basket Maker. Aug 24 at 11, at offices of Meredith, College st, Worcester
 Haddow, Geo, Clifton, Bedford, Tailor. Aug 23 at 11, at offices of Wade, Shefford
 Hall, Wm, Stamford, Lincoln, Ale Merchant. Aug 26 at 11.30, at office of Deacon and Wilkins, Peterborough
 Hubert, Hy, Birm, Builder. Aug 27 at 3, at office of Rowlands, Ann st, Birm
 Jenkins, Chas Thos, Maindee, nr Newport, Mon, Grocer. Aug 21 at 1, at offices of Farr and Wade, Dock st, Newport
 Jones, Hy, Clare st, Clare market, Cheesemonger. Aug 29 at 2, at office of Lott, Gt George st, Westminster
 Lawrence, Wm, sen, Lincoln, Dealer in Pianofortes. Aug 27 at 11, at office of Rex, Salter gate, Lincoln
 Lovell, John, Leamington Priors, Warwick, Plumber. Aug 26 at 11, at offices of Abbott, Spencer st, Leamington
 Mann, Robt, and Jas Edmund Lee, Birm, Paper Dealers. Aug 26 at 2, at office of Vitter, Bennett's hill, Birm
 Nichols, Jas, Bishop's Stortford, Herts, Stonemason. Aug 27 at 11, at the Chequers Inn, Bishop's Stortford. Gee
 Park, Andrew, Berryhill, Northumberland, Farmer. Aug 23 at 2, at the Corn Exchange, Berwick-upon-Tweed. Sanderson, Berwick-upon-Tweed
 Paul, Jas, Nether Knutsford, Cheshire, Joiner. Aug 26 at 11, at the Angel Hotel, King st, Nether Knutsford. Sedgley
 Plante, Geo, Hodson, Birm, Carver. Sept 2 at 10, at office of Eaden, Bennett's hill, Birm
 Richards, Hy, Davies st, Berkeley sq, Hair Merchant. Aug 23 at 2, at office of Maniere, Grey's inn sq
 Sheaf, Saml, Jamaica rd, Rotherhithe, Wood Turner. Aug 20 at 12, at offices of Hope, Serle st, Lincoln's inn
 Shearn, Mark, Bristol, Hairdresser. Aug 23 at 11, at office of Miller, Whitton chambers, Nicholas st, Bristol
 Smithers, Wm Hy, Forest lane, Stratford, Clerk in Holy Orders. Aug 22 at 1, at offices of Barton and Drew, Fore st
 Sparke, Harriet, Trowes, Newton, Norfolk, Engineer. Aug 17 at 12, at offices of Jay and Pilgrim, Toole st, Briggs st, Norwich
 Sparks, Hy, Congresbury, Somerset, Cattle Dealer. Aug 29 at 2, at office of Thick, Small st, Bristol
 Stephens, Geo, Monnow rd, Bermondsey, Stonemason. Aug 21 at 3, at office of Marshall, Lincoln's inn fields
 Stowell, Jas, and Fredk, Wm Potter, Caen Sufferance Wharf, Rotherhithe, Stone Merchants. Aug 20 at 12, at office of Lamb, Bedford row
 Wickers, Wm, Ventnor, I of W, Builder. Sept 3 at 11, at office of Urry, High st, Ventnor
 Wilde, Richd, Birm, Picture Frame Maker. Aug 26 at 3, at offices of Wood, Waterloo st, Birm

EDE & SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

TO HER MAJESTY, THE LORD CHANCELLOR, THE JUDGES, CLERGY, ETC.

ESTABLISHED 1689.

SOLICITORS' AND REGISTRAIRS' GOWNS.

94, CHANCERY LANE, LONDON.

THE GREAT BRITAIN FIRE INSURANCE COMPANY, 101, Cheapside, London.
 Chairman—VISCOUNT NEWBURY, M.P.
 Deputy-Chairman—ROBERT R. TORRENS, Esq., M.P.
 The Directors are prepared to receive proposals for the insurance of property on equitable terms against the risk of Fire, the premiums in all cases being charged in proportion to the risk to be incurred.

ANDREW FRANCIS, Manager.

MIDLAND RAILWAY,

TOURIST ARRANGEMENTS, 1872.

Arrangements for the issue of FIRST, SECOND, and THIRD CLASS TOURIST TICKETS,

will be in force from 13th May to 31st October, 1872.

For particulars, see Time Tables and Programmes issued by the Company.

Derby, May, 1872.

JAMES ALLPORT,
 General Manager.

GLASGOW and the HIGHLANDS.—Royal Route via Crinan and Caledonian Canals, by Royal Mail Steamer "Iona" from Glasgow at 7 a.m. and from Greenock at 9 a.m., conveying Passengers for Oban, Fort William, and Inverness daily. For sailings to Iona, Iona, Glencoe, Mull, Skye, Lewis, and West Highlands, see Bills with Maps and Tourist Fares, free of J. CAMDEN HOTTON, Bookseller, 3 and 74, Piccadilly, London, or by post free on application to DAVID HUTCHISON & Co., 119, Hope-street, Glasgow.

WELBY PUGIN'S GOTHIc FURNITURE.—Furniture similar to that supplied to the Granville Hotel, from the designs of

E. WELBY PUGIN, Esq.,

Can be obtained on application to Messrs. JOHN WORSLEY & Co., Victoria-street, Belgrave. N.B.—Estimates given for furnishing houses complete in the Gothic style.

WAUGH & SON.—Superior CARPETS.—Reproduction of the Adam's style of design in carpets, &c., also special designs in furniture, curtains, and decorations.—London Carpet Warehouse, 3 and 4, Goodge-street; 65 and 66, Tottenham-court-road. Established 1769.

ANGLO-INDIAN CARPETS.—WAUGH & SON, 3 and 4, Goodge-street; 65 and 66, Tottenham-court-road, W.

CARPETS.—Dustproof and Washable Carpets are preferred by the Barristers of Lincoln's Inn to all others, both for their Chambers and also for their private residences.—Samples and Testimonials, &c., can be had on application to Messrs. CHILDS & Co., 57, Belmont-street, London, N.W.

"Bell's Life" says the PICKWICK PEN is a perfect treasure.

"They come as a boon and a blessing to men, The Pickwick, the Owl, and the Waverley Pen."

1,000 NEWSPAPERS recommend them. For their names see "Graphic," Jan. 13, 1872. The "Sun" says: "The Phaeton Pen creates both wonder and delight."—Sold by every respectable Stationer in the World. Sample Box by post, 1s. 1d. MACKIVEN & CAMERON, 23 to 33, Blair-street, Edinburgh.

THE NEW BANKRUPT CY COURT

Is only a few minutes' walk from

CARR'S, 265, ST RAND.—Dinners (from the joint), vegetables, &c., 1s. 6d., or with Soup or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner off the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old Engla and with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June 1s, 1864, page 440.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

LIEBIG COMPANY'S EXTRACT OF MEAT Most convenient, economical, and fine-flavoured stock for Beef Tea (about 2½d. a pint), Soups, Sauces, and made dishes, costing hardly more than one-fourth of what it would when made of fresh meat; keeps good for any time even after jars being opened. 1lb. jars recommended, being relatively the cheapest size.

Now permanently used in many households in town and country.

CAUTION.—Ask for LIEBIG COMPANY'S EXTRACT, being the only sort warranted Genuine and Perfect Baron Liebig, the Inventor, by requiring his Signature on every Jar.

SCHOOL BOARD FOR LONDON.—The Papers issued by the Board can be had by ORDER of YATES & ALEXANDER, PRINTERS TO THE LONDON SCHOOL BOARD Symonds-inn, Chancery-lane.

AUTHORS ADVISED WITH as to the Cost of Printing and Publishing, and the Cheapest Mode of bringing out MSS.

YATES & ALEXANDER, Printers, 7, Symonds-inn, Chancery-lane.

